

EMPLOYEE SERVICES AGREEMENT

This Employee Services Agreement (the "Agreement") is made this 18th day of August, 2015

by and among Allen Paul, an individual ("Employee") and KHI Solutions, Inc. ("KHI").

WHEREAS, KHI's affiliate, Knowledge Services, has contracted with State of Indiana DVA ("Client"), to provide certain services related to Client's temporary and/or contract workforce; and

WHEREAS, Employee may be assigned work on behalf of Client on a temporary and/or contract basis;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Employee

1.1 Employee has been offered the position of Strategic Oversight Liaison.

Employee's start date shall be on or around 08/31/2015 provided all requirements are met.

Employee shall be paid at a rate of \$38.66 per hour worked.

1.2 Employee acknowledges and agrees that no employment relationship between Employee and Client is created by this Agreement. Employee acknowledges and agrees that KHI shall be solely responsible for all payments to Employee including payment of compensation, premium payments for overtime, bonuses, other incentive payments and any eligible benefit payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Employee also acknowledges and agrees that KHI shall be solely responsible for premium payments for statutory workers compensation coverage on Employee. Employee acknowledges and agrees that Employee is not eligible to participate in or receive any benefits under the terms of Client's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by Client.

1.3 Employee acknowledges and agrees that Client shall have no liability of any kind to Employee related to payment for the time worked, if any, for Client pursuant to this Agreement, or any agreement between KHI and Client. Employee hereby waives any claim he or she may have against Client related to such payment.








1.4 Employee hereby authorizes KHI to provide Client access to Employee's drug screen results, credit report, criminal background check, motor vehicle driving report, and all other information in Employee's personnel file. Employee also hereby authorizes KHI to promptly release copies of all documents containing such information to Client upon their request.

2. Client Work Policies and Rules

2.1 Employee acknowledges and agrees that during the performance of Employee's job duties for Client, Employee will not violate any of KHI and/or Client's work rules and policies, including those specified in any Code of Conduct of KHI and/or Client, or other KHI and/or Client workplace manual. Employee shall at all times comply with all rules, policies and procedures of KHI and/or Client as provided to Employee by KHI and/or Client. Employee agrees that Employee may be in receipt of KHI or Client equipment, property or inventory, and agrees not to harm such

equipment, property or inventory (other than ordinary wear and tear). Employee shall immediately return such equipment upon the termination of his or her assignment with Client. Employee shall not interfere with KHI or Client's business operations.

- 2.2 Employee further acknowledges and agrees as follows **(please initial in the box next to each statement)**.

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|  | Employee is an employee of KHI, and not Client. |
|  | Employee understands and acknowledges that failure to submit time by 10:00 AM EST each Monday will result in his/her paycheck being delayed until the following week. Any time entered late must be brought to KHI's attention to ensure payment. |
|  | Employee understands that prior to starting employment Section 1 of the Form I-9 must be received by KHI AND Section 2 of Form I-9 must be completed by a Notary or Employment Representative and received by KHI NO LATER than the 4 th business day after start date. |
|  | Employee has received, read, and understands the orientation guide that was provided with the on-boarding paperwork, and will follow all policies and procedures. |
|  | Employee's position may allow for pre-approved expense submittals. If applicable, Employee acknowledges that Employee has received and understands the expense policy, and that failure to abide by the policy could result in denied and unpaid expenses. Any expenses entered late must be brought to KHI's attention to ensure payment. |
|  | Employee has received the attendance policy as part of the orientation guide and understands failure to adhere could jeopardize employment. |
|  | Employee understands and acknowledges that any issues, questions, and/or concerns regarding his or her employment shall be directed to KHI, not to the Client hiring and/or reporting manager. |

- 2.3 Term. This Agreement shall be effective as of the date first written above, and shall remain in effect, notwithstanding Employee's termination of employment with KHI or termination of Employee's assignment to Client.
- 2.4 Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
- 2.5 Waiver. This Agreement may be amended, or its requirements waived, only by a writing signed by the party against whom enforcement of the waiver or amendment is sought.
- 2.6 Governing Law; Jurisdiction. This agreement shall be governed by the law of the State of Indiana. Any litigation under this Agreement shall be filed and pursued in a court of proper venue in the State of Indiana. All parties expressly consent to the jurisdiction of such courts.
- 2.7 Assignment. Neither party's rights or obligations under this Agreement can be assigned without the express prior written consent of the other party. Any attempted or purported assignment of this Agreement without such consent shall be void.


2.8 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Employee Agreement as of the date first written above.

Employee

KHI Solutions Inc.

Signature: 
Allen E. Paul (Aug 25, 2015)

Signature: 
Stephanie Gardner (Aug 25, 2015)

Name: Allen E. Paul

Name: Stephanie Gardner

Date: Aug 25, 2015

Date: Aug 25, 2015